

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD
MONDAY, OCTOBER 16, 1995

PRESENT: JEAN GRAPES, PRESIDENT
STEVEN A. GRIMM, COMMISSIONER
HOLMES R. SHAVER, COMMISSIONER

On this date, the County Commission met in regular session. They signed purchase orders, invoices and other correspondence.

On this date, the County Commission, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and made unanimous by Jean Grapes, approved minutes from Thursday, September 28, 1995.

On this date, the County Commission approved Exonerations for Robert R. Yeater - Union District (1995); Charles F. Erickson, C.O. Erickson Estate - City District (1995); and Mount Vernon Inc. - City District (1994).

On this date, the County Commission approved Personal Property Improvers for Grand Central Ltd. Partnership - Vienna District (1995); Garrett A. Johnson - Union District (1995); and Larry D. & Angela D. Johnson - Parkersburg District (1994).

At 9:45 A.M., the County Commission met with Fred Jay Krieg, Ph.D. and Toni Tiano, grant consultant for Wood County to discuss the second year contract with the County Commission and Dr. Krieg. The County Commission of Wood County, upon a motion made by Holmes R. Shaver, seconded by Steven A. Grimm and passed, did hereby AUTHORIZE Jean Grapes, in her official capacity as President and on behalf of the County Commission, to sign an Agreement by and between the County Commission and Fred Jay Krieg, Ph.D. and Associates. Said Agreement states that the said Fred Jay Krieg, Ph.D., through the

Wood County Juvenile Probation Office, will continue to provide counseling services to the incorrigible youth and/or their parents for whom it is determined would benefit from the Youth In Effective Legal Diversion (Y.I.E.L.D.) Program. Screening of said youths to determine if they meet the criteria of the Y.I.E.L.D. Program will be provided by the Contractor (Fred Jay Krieg, Ph.D.) at no cost to the Grant. The County Commission Will compensate the said Contractor at the rate of one hundred fourteen dollars and 00/100ths cents (\$114.00) for each group counseling session. The maximum amount of funds to be paid to the Contractor under this Agreement will be fifteen thousand forty-eight dollars and 00/100ths cents (\$15,048.00). The said Contractor shall not bill medicaid, insurance agencies, etc. to cover the cost of these services provided to the youth and parents through this Grant program. The terms of this Agreement shall begin on September 1, 1995 and shall continue to August 31, 1996. The said Agreement may be terminated for just cause by either party upon thirty (30) days written notice given by one party to the other. The terms contained in said Agreement may be modified or amended at any time by mutual consent of the County Commission; the Contractor and the Criminal Justice and Highway Safety Office, Charleston, WV. A copy of the said Agreement and all documentation pertaining to the said Juvenile Justice and Delinquency Prevention Grant is on file in the Office of the County Administrator. An Order was prepared regarding this matter.

At 10:00 A.M., the County Commission met with R. Vance Golden, Attorney, representing Skaff & Skaff (Advance Stores Company,

Incorporated), and presented to the County Commission of Wood County, a Mutual Easement and Maintenance Agreement by and between Parkersburg-Kroger Associates, a Tennessee limited partnership (the "Partnership") acting by and through its managing General Partner, Fletcher Bright Company, a Tennessee Corporation and The County Commission of Wood County, West Virginia, parties of the first part, and Skaff & Skaff, Limited Partnership, a party of the second part, and Advance Stores Company, Incorporated, a Virginia Corporation, party of the third part. Upon advice of the Prosecuting Attorney for Wood County, Michele Rusen, the County Commission requested that a provision be included in the aforementioned agreement that the County Commission be exempt from any indemnity provisions that would be carried against the property causing liability to the County, and as far as lot marking, that proper control in regard to the traffic from the thirty (30) foot wide right of way from one lot to the other lot be properly marked, whether that be a stop sign or a yield sign, to let people know that there is ingress and egress. With the addition of item 7. "According to prior documents, the Wood County Commission is indemnified against any liability regarding operations upon the premises operated by the Parkersburg-Kroger Associates and it is further understood that the Wood County Commission shall have no liability in connection with the construction, maintenance, or use of this easement and the other parties to this instrument shall indemnify it upon any claim made regarding the easement.", a motion was made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, does hereby AUTHORIZE Jean Grapes, in her official capacity as

President and on behalf of the County Commission, to sign the aforementioned Mutual Easement and Maintenance Agreement. A copy of the said Mutual Easement and Maintenance Agreement signed by Jean Grapes, President of the County Commission, is attached to the Order that was prepared regarding this matter.

At 10:30 A.M., the County Commission met with Charles Meyers from the Wood County Firefighters Association and the E-911 Committee. Mr. Meyers wanted to make sure the Commission was aware of proposed legislation that will put E-911 fees on cellular phones, which is being sponsored by the West Virginia E-911 Council. Mr. Meyers stated that they are trying to come up with an average weighted fee of all the fees charged in West Virginia, put that on cellular phones, disburse the money to all fifty-five counties based on the number of land phone lines in those counties; if there is a county that doesn't have a fee or ordinance for E-911, they will hold the money in escrow for five years; the collection agency would be the Public Service Commission.

At 1:30 P.M., the County Commission met with Attorney Ernest Douglass to discuss the James Foster Estate. Mr. Douglass, the Fiduciary Commissioner, filed his report and wants the estate to remain as it is.

On this date, the County Commission of Wood County, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, AUTHORIZED Jean Grapes, in her official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Juvenile Justice and Delinquency

Prevention Grant Number 94-JJ-7-013. No expenditures were incurred by the County during the month of September, 1995. In addition to the Request for Reimbursement, the Monthly Progress Report and the Project Financial Report are being submitted to the Criminal Justice and Highway Safety Office, Charleston, WV. All documentation pertaining to the said Juvenile Justice and Delinquency Prevention Grant is on file in the Office of the County Administrator. An Order was prepared regarding this matter.

On this date, the County Commission of Wood County, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, did hereby AUTHORIZE Jean Grapes, in her official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Juvenile Justice and Delinquency Prevention Grant Number 94-JJ-3-004. Expenditures in the amount of one thousand three hundred eighty-six dollars and 00/100ths cents (\$1,386.00) were made by Wood County during the month of September, 1995 for contractual services rendered by Russell D. Burch, Director of the C.A.S.A. (Court Appointed Special Advocate) Program. In addition to the Request for Reimbursement, the Monthly Progress Report and the Project Financial Report are being submitted to the Criminal Justice and Highway Safety Office, Charleston, WV. All documentation pertaining to the said Juvenile Justice and Delinquency Prevention Grant are on file in the Office of the County Administrator. An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, did hereby

AUTHORIZE Jean Grapes, As President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Comprehensive Traffic Safety Program Grant Number 95HS-07. Expenditures in the amount of \$19,512.58 were made by Wood County during the month of September, 1995 which represents contractual services rendered by Tiano/Knopp Associates, Inc.; overtime compensation for deputies of the Wood County Sheriff's Department who worked the H.A.R.P. (High Accident Reduction Program) Grant; overtime compensation for deputies of the Wood County Sheriff's Department and officers at the Parkersburg Police Department who worked the Sobriety Checkpoints Grant; and for supplies, equipment, postage and travel/training expenses as set forth in the said Grant. In addition to the Request for Reimbursement, the Monthly Project Reports, the Equipment Reports and the Project Financial Report are being submitted to the Criminal Justice and Highway Safety Office, Charleston, West Virginia. All documentation pertaining to the said Comprehensive Traffic Safety Program Grant is on file in the Office of the County Administrator. An Order was prepared regarding this matter.

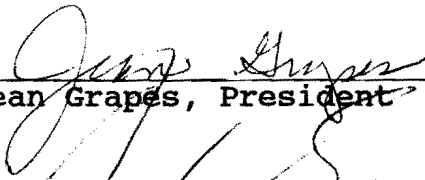
On this date, the County Commission of Wood County, upon a motion made by Steven A. Grimm, seconded by Holmes R. Shaver and passed, did hereby AUTHORIZE Jean Grapes, in her official capacity as President and on behalf of the County Commission, to sign the Request for Reimbursement in regard to the Drug Control and System Improvement Grant Number 95-DC-025. Expenditures in the amount of four hundred eighty-three dollars and sixty-five cents (\$483.65) were

made by Wood County during the month of September, 1995 which represents overtime compensation for Sgt. Donald G. Balog and Deputy C. D. VanClief of the Wood County Sheriff's Department who have been assigned as the officers to work the D.A.R.E. (Drug Abuse Resistance Education) Program for Wood County. However, the Request for Reimbursement is in the amount of four hundred thirty-five dollars and twenty-nine cents (\$435.29) since there is a ten percent (10%) stipulation in the said Grant that requires the said percentage from the County as matching funds. In addition to the Request for Reimbursement, the Monthly Progress Report and the Project Financial Report are being submitted to the Criminal Justice and Highway Safety Office, Charleston, WV. All documentation pertaining to the said Drug Control and System Improvement Grant is on file in the Office of the County Administrator. An Order was prepared regarding this matter.

Having no further scheduled appointments or business to attend to, the County Commission adjourned at 4:00 P.M.

Approved:

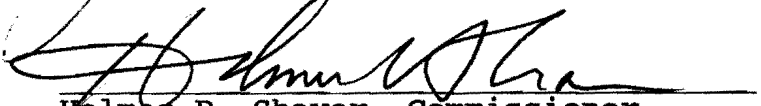
THE COUNTY COMMISSION OF WOOD COUNTY



Jean Grapes, President



Steven A. Grimm, Commissioner



Holmes R. Shaver, Commissioner

PURCHASE ORDERS SIGNED ON OCTOBER 16, 1995

No.	20265	Printing Services Company	\$ 79.00
	20501	Assurance Business Forms	199.74
	20518	Newberry Hardware	10.25
	20521	NOE Office Equipment	139.00
	20528	Parkersburg Office Supply	104.98
	20529	Quorum	154.75